

CITY OF PORT WASHINGTON, WISCONSIN

Participant's Assumption of Risk, Release and Waiver of Liability Agreement Relating to Coronaviruses (including Covid-19)

The 2019 novel coronavirus disease (known as COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and other precautionary steps to avoid contracting the virus. The City of Port Washington (hereinafter the "City"), has put into place preventative measures to reduce the spread of coronaviruses (including, but not limited to, COVID-19) (hereinafter collectively referred to as the "Coronaviruses"). However, **the City cannot guarantee that you will not become infected with Coronaviruses while participating in City park and/or recreational activities (the "City Activities"). By signing this document (this "Agreement") below, you are acknowledging that such participation could increase your risk of contracting Coronaviruses and of experiencing the negative health effects thereof.**

**** READ CAREFULLY AND INITIAL EACH PARAGRAPH BEFORE SIGNING BELOW ****

____ INITIALS. I acknowledge the highly contagious nature of Coronaviruses and voluntarily assume all risks that I and my family, guests and invitees may exposed to or infected by Coronaviruses by participating in the City Activities, and that such exposure or infection may result in illness, personal injury, permanent disability and/or death. I understand that the risk of becoming exposed to or infected by Coronaviruses while participating in City Activities may result from the acts, omissions, or negligence of myself or others, including, but not limited to, City officers, employees, agents, volunteers, and my family, guests and invitees.

____ INITIALS. I voluntarily agree to assume all of the above-described risks and accept sole responsibility for any injury to myself and my family, guests and invitees (including, but not limited to, illness, personal injury, disability, and death), and for any liabilities, claims, actions, damages, losses, costs or expenses, of any kind (hereinafter collectively referred to as the "Claims") that I or my family, guests and invitees may experience or incur in connection with or arising from my participation in or spectating at the City Activities. On my behalf and on behalf of my family, guests and invitees, I hereby release, covenant not to sue, discharge, indemnify and hold harmless the City and its officers, employees, agents, and volunteers of, from and against the Claims, and do hereby waive all of the Claims. I understand and agree that this release and waiver includes all of the Claims based on, or which could be based on, the acts, omissions or negligence of the City and/or its officers, employees, agents and volunteers, whether a Coronavirus infection occurs before, during or after such participation or spectating.

____ INITIALS. I represent that I and my family, guests and invitees have adequate insurance to cover any injury or illness which I or my family, guests and invitees may suffer or cause while participating in or spectating at the City Activities, or else I and my family agree to bear and pay the costs incurred as a result of such injury or illness.

____ INITIALS. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion of this Agreement shall remain in full force and effect.

____ INITIALS. **By signing this Agreement, I agree that if I and/or my family, guests or invitees are exposed to or infected by Coronaviruses while participating in or spectating at the City Activities, then I and my family, guests and invitees may be found by a court of law to have waived the right to maintain any claims or lawsuit against the City and against the parties being released, including, but not limited to, any claim(s) for negligence.**

____ INITIALS. **I acknowledge that I have had sufficient time to read this Agreement and, should I choose to do so, consult with an attorney prior to signing.** I acknowledge that my participation in the City Activities might not be made available to me or that the cost to participate would be substantially greater if I were to choose not to sign this Agreement, and I agree that the opportunity to participate at the stated cost in return for execution of this Agreement is a reasonable bargain. I have read and understand this Agreement and agree to be bound by its terms.

____ INITIALS. **I agree that I will notify and inform all my family members, guests, and invitees of the terms of this Agreement, and I assume all responsibility for their compliance with such terms.** I further agree that I and my family members, guests and invitees will practice safe social distancing and clean and sanitary hygiene while participating in or spectating at the City Activities, and will comply with all recommended guidance and protocols issued by the U.S. Centers for Disease Control and Prevention (CDC), the Wisconsin Department of Health Services, and the Washington Ozaukee Public Health Department for reducing or preventing the contracting, transmission and spread of Coronaviruses.

Signature _____ **Date** _____

Print Participant's Name _____

Address _____

PARENT'S OR LEGAL GUARDIAN'S CONSENT AND ACKNOWLEDGMENT

(Must be completed for participants and spectators under the age of 18 years)

In consideration of my above-named child or ward being permitted to participate in or spectate at the City Activities, I hereby consent to such participation or spectating, and acknowledge and agree to all of the terms, obligations, conditions and guidelines set forth or referenced in this Agreement, including, but not limited to the waiver and release of the Claims. I further agree to indemnify and hold harmless the City and its officers, employees, agents, and volunteers from any claims alleging negligence which might be brought by or on behalf of my minor child or ward arising from or in any way connected with said participation or spectating in the City Activities.

Parent /Legal Guardian Signature _____ **Date** _____

Print Name _____ **Phone** _____